

**Amendment Number 2**  
**to**  
**Contract DIR-SDD-1656**  
**between**  
**the State of Texas, acting by and through the Department of Information Resources**  
**and**  
**EMC Corporation**

This Amendment Number 2 to Contract DIR-SDD-1656 ("Contract") is between the State of Texas, acting by and through the Department of Information Resources ("DIR") and EMC Corporation ("Vendor"). DIR and Vendor agree to modify the terms and conditions of the Contract as follows:

**1. Contract, Section 2, Term of Contract,** is hereby amended as follows:

DIR and Vendor hereby agree to extend the term of the Contract for one (1) year through May 4, 2014 or until terminated pursuant to the termination clauses contained in the Contract. Prior to expiration of the term, DIR and Vendor may extend the Contract, upon mutual agreement, for up to one (1) additional one-year term.

**2. Contract, Section 4, Pricing, G. Travel Expense Reimbursement,** is hereby restated in its entirety as follows:

**G. Travel Expense Reimbursement**

Pricing for services provided under this Contract are exclusive of any travel expenses that may be incurred in the performance of those services. Travel expense reimbursement may include personal vehicle mileage or commercial coach transportation, hotel accommodations, parking and meals; provided, however, the amount of reimbursement by Customers shall not exceed the amounts authorized for state employees as adopted by each Customer; and provided, further, that all reimbursement rates shall not exceed the maximum rates established for state employees under the current State Travel Management Program (<http://www.window.state.tx.us/procurement/prog/stmp/>). Travel time may not be included as part of the amounts payable by Customer for any services rendered under this Contract. The DIR administrative fee specified in Section 5 below is not applicable to travel expense reimbursement. Anticipated travel expenses must be pre-approved in writing by Customer.

**3. Contract, Section 5, DIR Administrative Fee, B)** is hereby restated in its entirety as follows:

**B)** All prices quoted to Customers shall include the administrative fee. DIR reserves the right to change this fee upwards or downwards during the term of this Contract, upon written notice to Vendor without further requirement for a formal contract amendment. Any change in the administrative fee shall be incorporated in the price to the Customer.

**4. Contract, Section 6, Notification,** is hereby restated in its entirety as follows:

All notices under this Contract shall be sent to a party at the respective address indicated below.

If sent to the State:

Robin Abbott  
Manager, Contract and Vendor Management  
Department of Information Resources  
300 West 15<sup>th</sup> Street, Suite 1300  
Austin, Texas 78701  
Phone: (512) 936-2233  
Facsimile: (512) 475-4759  
Email: [robin.abbott@dir.texas.gov](mailto:robin.abbott@dir.texas.gov)

If sent to the Vendor:

Mike Parr  
EMC Corporation  
11044 Research Boulevard  
Building D, Suite 500  
Austin, Texas 78759  
Phone: (512) 343-3353  
Facsimile: (512) 342-0037  
Email: [parr.mike@emc.com](mailto:parr.mike@emc.com)

**5. Appendix A. Standard Terms and Conditions For Product and Related Services Contracts,** is hereby restated in its entirety and replaced with the attached Appendix A. Standard Terms and Conditions For Product and Related Services Contracts dated 12/17/2012.

**6. Authorized Exceptions to Appendix A, Standard Terms and Conditions For Product and Related Service Contracts dated 12/17/2012.**

**A. Appendix A, Section 8, Contract Administration, B. Reporting and Administrative Fees, 2) Detailed Monthly Reporting,** 5. is hereby adding second paragraph in its entirety as follows:

**2) Detailed Monthly Reporting**

If Vendor submits three (3) monthly sales reports or administrative fee payments late within a 12-month period beginning upon execution of this Amendment, DIR reserves the right to suspend or terminate this Contract for cause per Section 10.B.4.a. of Appendix A, Termination for Cause. If Vendor is late with its monthly sales report, Vendor will pay DIR one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly report is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly sales reports. If Vendor is late with its monthly administrative fee payment, Vendor will pay DIR

one hundred dollars (\$100) per day ("Late Payment"), for each day the monthly administrative fee payment is late, up to ten (10) days per month for a maximum monthly Late Payment amount of \$1000 for late monthly administrative fee payments. DIR does not waive any other contractual remedy pursuant to this Contract.

All other terms and conditions of the Contract as amended, not specifically modified herein, shall remain in full force and effect. In the event of conflict among the provisions, the order of precedence shall be Amendment Number 2, Amendment Number 1 and then the Contract.

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**IN WITNESS WHEREOF**, the parties hereby execute this amendment to be effective as of the date of the last signature, but in all events, no later than May 4, 2013.

**EMC Corporation**

**Authorized By:** Signature on File

**Name:** Christopher P. Terry

**Title:** Counsel & Sr. Contract Manager

**Date:** June 5, 2013

**The State of Texas, acting by and through the Department of Information Resources**

**Authorized By:** Signature on File

**Name:** Carl Marsh

**Title:** Chief Operating Officer

**Date:** 6/19/13

**Office of General Counsel:** initials 6-18-13